

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s) : Duda et al.
Serial No. : 10/597,842
Filed : August 9, 2006
For : Component and Method for Assembling an Implant Arrangement
Group Art Unit : 1724
Examiner : To be assigned
Confirmation No. : 6992

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

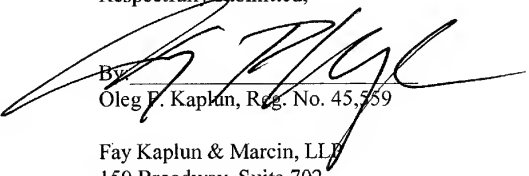
STATEMENT UNDER 37 CFR 3.73(b)

Synthes (U.S.A.) hereby states that it is the assignee of the entire right, title, and interest of the above-identified application. An assignment from the inventors to Synthes GmbH and an assignment from Synthes GmbH to Synthes (U.S.A.) are being filed in the above-identified application with the USPTO. A copy of these Assignments is attached herewith.

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Respectfully submitted,

Dated: October 14, 2008

By: 
Oleg F. Kaplun, Reg. No. 45,559

Fay Kaplun & Marcin, LLP
150 Broadway, Suite 702
New York, NY 10038
Tel: (212) 619-6000
Fax: (212) 619-0276

ASSIGNMENT

WHEREAS, **Synthes GmbH**, ASSIGNOR, a Swiss Company, organized under the laws of Switzerland and having a place of business at Eimattstrasse 3, Oberdorf, Switzerland CH-4436, has all right, title and interest in the invention disclosed, described and/or claimed in United States Patent Application No. 10/597,842, which was filed with the United States Patent and Trademark Office on August 9, 2006, entitled Component and Method for Assembling an Implant Arrangement and all inventions described, disclosed or claimed therein (hereinafter "the Invention"), which is identified by (Fay, Kaplun & Marcin, LLP) Attorney Docket No. 10139/16101(00886-06PUS1), and which claims priority to PCT Appln. No. PCT/DE2005/000233, filed on February 10, 2005 and DE Appln. No. 10 2004 006 501.2, filed on February 10, 2004.

AND WHEREAS, **Synthes (U.S.A.)**, ASSIGNEE, a Pennsylvania General Partnership organized under the laws of the Commonwealth of Pennsylvania and having a place of business at 1302 Wrights Lane East, West Chester, PA 19380, is desirous of obtaining any and all right, title and interest to the Invention in the United States and its possessions and territories, Canada and its possessions and territories, the Bahamas, and Bermuda (hereinafter "the Territory"), including the right to bring an action and recover damages for past infringements, if any.

AND WHEREAS, ASSIGNOR, is desirous of assigning the entire right, title and interest to the Invention in the Territory, including the right to bring an action and recover damages for past infringement, if any.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said ASSIGNOR, has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, all ASSIGNOR'S rights, title and interest in the Invention in the Territory including the right to bring an action and recover damages for past infringement, if any; and all rights, title and interest in any corresponding United States patent applications and all divisions, renewals and continuations thereof; and all Patents in the Territory which may be granted thereon and all reissues and extensions thereof; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said Invention in the Territory, and all extensions, renewals and reissues thereof.

AND ASSIGNOR HEREBY authorizes and requests said ASSIGNEE, its successors, legal representatives, or assigns to insert hereinafter when known the application number and filing date of any international, regional, or national application already filed or filed hereafter for the Invention.

Country: _____ Application No. _____ Filing Date _____

AND ASSIGNOR HEREBY covenants and agrees that it has not executed, and will not execute, any agreement in conflict herewith.

AND ASSIGNOR HEREBY further covenants and agrees that it will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to it respecting said Invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, and reissue applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said Invention in the Territory.

AND ASSIGNOR HEREBY further covenants and agrees that it has read this Assignment, knows and understands its contents, and comprehends and agrees to all of its terms, conditions and meanings and their significance.

IN TESTIMONY WHEREOF, the person executing this Assignment in a representative capacity on behalf of the ASSIGNOR warrants that he is fully authorized and empowered to do so and sets his hand and seal the day and year set with his signature.

ASSIGNOR: Synthes GmbH

David J. Klann Authorized to sign on behalf of Synthes GmbH

Signature: 

Position/Title: Patent Counsel

Address: Elmattstrasse 3
CH-4436 Oberdorf
Switzerland

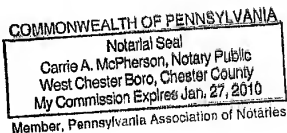
Date: September 25, 2008

Commonwealth of Pennsylvania)
) SS:
County of Chester)

On September 25, 2008 before me, Carrie A. McPherson, Notary Public, personally appeared David J. Klann personally known to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal





ASSIGNEE: Synthes (U.S.A.)

David J. Klann Authorized to sign on behalf of Synthes (U.S.A.)

Signature: 

Position/Title: Patent Counsel

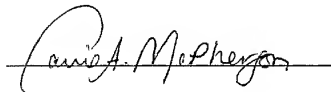
Address: 1302 Wrights Lane East
West Chester, Pennsylvania 19380

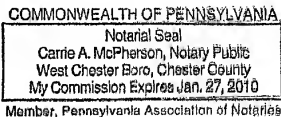
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On September 25, 2008 before me, Carrie A. McPherson, Notary Public, personally appeared David J. Klann personally known to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal





ASSIGNMENT

WHEREAS, WE, (i) Georg DUDA, citizen of Germany, residing at Verlag ngerie Georgenstrasse 41, Berlin 12209, Germany, and (ii) Markus HILLER, citizen of Germany, residing at Krausnickstrasse 23, Berlin 10115, Germany, ASSIGNORS, are the inventors of the invention disclosed, described and/or claimed in United States Patent Application No. 10/597,842, which was filed with the United States Patent and Trademark Office on August 9, 2006, entitled Component and Method for Assembling an Implant Arrangement and all inventions described, disclosed or claimed therein (hereinafter "the Invention"), which is identified by (Fay, Kaplin & Marcin, LLP) Attorney Docket No. 10139/16101(00886-06PUS1), and which claims priority to PCT Appln. No. PCT/DE2005/000233, filed on February 10, 2005 and DE Appln. No. 10 2004 006 501.2, filed on February 10, 2004.

AND WHEREAS, Synthes GmbH, ASSIGNEE, a Swiss Company, organized under the laws of Switzerland and having a place of business at Limattstrasse 3, Oberdorf, Switzerland CH-4436, is desirous of obtaining our entire right, title and interest in, to and under all the invention(s) as described, disclosed and/or claimed in the above-identified application:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, our entire right, title and interest in, to and under the Invention, and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for the Invention in any country, together with the right to file such applications and the right to claim for the same the priority rights derived from the application under the International Convention for the Protection of Industrial Property, the Patent Laws of the United States or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for the Invention in any country and all extensions, renewals and reissues thereof, including all applications for industrial property, all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof.

AND WE HEREBY authorize and request said ASSIGNEE, its successors, legal representatives, or assigns to insert hereinafter when known the application number and filing date of any international, regional, or national application already filed or filed hereafter for the Invention.

Country: _____ Application No. _____ Filing Date _____

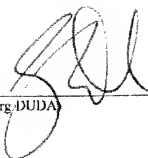
AND WE HEREBY authorize and request the Commissioner for Patents and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting the Invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for the Invention in all countries.

IN TESTIMONY WHEREOF, We have hereunto signed our names on the date(s) indicated opposite our respective signatures.

Date: 01.06.2008



(Georg DUDA) L.S.

WITNESS:

MARKUS HELLER
(Printed Name)

M. Heller
(Signature)

Date: 01.09.2008

Date: 25.8.2008

Heller

(Markus HELLER) L.S.

WITNESS:

Dr. William R. Taylor
(Printed Name)

William Taylor
(Signature)

Date: 25/8/2008

ASSIGNEE: Synthes GmbH

Troy Svihl

Authorized to sign on behalf of Synthes GmbH

Signature:

Position/Title:

Patent Counsel

Address:

Eimattstrasse 3
CH-4436 Oberdorf
Switzerland

Date:

September 8, 2008

WITNESS:

Esther Jakob
(Printed Name)

EJ
(Signature)

Date: September 8, 2008